

UNITED STATES OF AMERICA
POSTAL RATE COMMISSION
WASHINGTON, D.C. 20268-0001

Before Commissioners: Edward J. Gleiman, Chairman;
W.H. "Trey" LeBlanc III, Vice Chairman;
Dana B. Covington, Sr.; Ruth Y. Goldway; and
George A. Omas

Complaint of Douglas Ralph Saint et al.

Docket No. C99-2

ORDER DISMISSING COMPLAINT
AS MOOT
(March 12, 1999)

Summary. On January 12, 1999, Douglas Ralph Saint, Dr. Patricia Ann Braun and Jonathan Cromwell Saint ("Complainants") filed a formal complaint ("Complaint") under 39 U.S.C. § 3662, alleging that the United States Postal Service was in imminent violation of the Postal Service Act by refusing to provide Complainants with indefinite general delivery service at the Lindale, Texas Post Office (thereby obstructing Complainants' access to their mail). Complaint at 1. Complainants requested that the Postal Rate Commission direct the Lindale Post Office to provide them with indefinite general delivery service. *Id.* at 8. In the alternative, Complainants asked that the Commission sanction the postal employees involved in the dispute for misrepresentation of Complainants' mail accumulation, and institute a series of procedures and guidelines regarding general mail delivery in general and plaintiffs' mail delivery in specific. *Id.* at 8-9.

On February 11, 1999, the Postal Service filed an answer to the Complaint, which incorporated a motion to dismiss the Complaint as moot. Answer of the United States Postal Service and Motion to Dismiss as Moot ("USPS Answer"). According to the Postal Service, the subject matter of the Complaint does not fall within the purview of 39 U.S.C. § 3662 (as implemented by 39 C.F.R. § 3001.82), as the Complaint does not raise a matter of Postal policy on a substantially nationwide basis, but rather an

individual and localized service issue. *Id.* at 13. However, while reserving its right to seek dismissal of the proceedings on these jurisdictional grounds if necessary, the Postal Service has agreed to continue providing general delivery service to the Complainants, and therefore requests that the Commission dismiss the Complaint as moot. *Id.* at 3-4.

The Commission grants the Postal Service's motion to dismiss, finding the Complaint now moot upon the Service's agreement to continue the provision of general delivery service to Complainants. Because the Commission finds the Complaint does not represent a live controversy warranting Commission action under 39 U.S.C. § 3662, it does not address in detail whether the Complaint would be appropriate for consideration under that statute. However, correspondence from the Lindale Post Office's former officer in charge suggests that it is common for the Postal Service to treat general delivery service as a "temporary service for no more than 30 days for transients and customers not permanently located." If this were the case, then this Complaint, premised on the possible nationwide misapplication of a postal regulation, might well have fallen within the realm of 39 U.S.C. § 3662.

Facts of the Case. Complainants are retirees who situated in Lindale, Texas with the intent of traveling around America from a central starting point. To this end, Complainants arranged for the general delivery of mail at the Lindale Post Office in August 1998. *Id.* This arrangement initially worked well, but after about two months, Lindale Post Office personnel verbally informed Complainants that general mail delivery could only be used for 30 days, and at the end of such time Complainants needed to record a residence (either Complainants' address or that of a friend) or to rent a post office box. *Id.* Complainants declined to do so, and ultimately were told by the Postal staff that on or about November 10, 1998, Complainants would no longer receive general delivery, with all mail instead returned by the Post Office to the senders. *Id.*

In response, Complainants sent a November 12, 1998 letter to the Lindale, Texas postmaster, arguing that the dual nature of the Postal Service as both a quasi-

governmental corporate enterprise and a “Constitution entity akin to the First Amendment” imposes dual capacities and responsibilities, including the provision of general mail delivery service to Complainants. Complainant Letter, November 12, 1998. In turn, on November 23, 1998, the Officer in Charge of the Lindale Post Office replied that as of December 1, 1998, Complainants would no longer be provided with general delivery service. Lindale, Texas Post Office Letter, November 23, 1998. According to this communication, “General Delivery Service is a temporary service for no more than 30 days for transients and customers not permanently located. (DMM930.1.1)” *Id.*

The Postal Service’s November 23, 1998 correspondence prompted Complainants to draft a detailed letter on Postal regulations concerning general delivery service to the Lindale Postal officer in charge, with copies of the exchange of letters between the parties also forwarded to the U.S. Postal Service’s Senior Vice President and General Counsel, Mary S. Elcano, in Washington, D.C. In the November 23rd communication, Complainants generally maintained that the Lindale, Texas Post Office was incorrectly interpreting relevant postal regulations, and that the 30-day limit of general delivery of mail applies to retention of a *sender’s* specific mailpieces, rather than as a limit on the duration of general delivery service to Complainants-recipients.

On December 10, 1998, the United States Postal Service in Washington, D.C. replied that the Lindale, Texas Acting Postmaster (“Officer in Charge”) had determined that the volume of Complainants’ general delivery mail was too cumbersome to be reasonably accommodated at the Lindale Post Office. USPS General Delivery Service Letter, December 10, 1998, (“USPS Letter”). According to section D930.1.2¹ of the Domestic Mail Manual, this determination is within the discretion of the local postmaster, who then may choose to refuse or restrict general delivery to a customer

¹ Domestic Mail Manual regulation D930.1.2.b describes service restrictions associated with general delivery services. It provides that: “A postmaster may restrict the use of general delivery by a customer [a]t a post office with city carrier service, even if the customer neither advises the post office of his or her delivery address nor obtains post office box or caller service.” DMM Issue 51, 01-01-97, at D-49. D930.1.2.c further allows the postmaster discretion to restrict a customer’s use of general delivery

on that basis. *Ibid.* As such, Complainants were informed that effective thirty days from the date of the USPS Letter, general delivery service would no longer be available to them, and they would have to either accept free delivery at their residence, rent a post office box at the Lindale Post Office, or forego receiving their mail. *Ibid.*

Complainants then filed the instant Complaint under 39 U.S.C. § 3662, alleging in part that: (1) by threatening to stop Complainants' general delivery service, the Postal Service is acting in contravention of the Postal Service Act; (2) the Lindale, Texas Post Office is applying DMM regulation D930.1.2.b arbitrarily and discriminatorily by claiming that Complainants' mail is too voluminous to be accommodated regularly;² (3) the service restrictions for general delivery mail found in DMM regulation D930.1.2. are "but [] suggestion[s] created by the Postal Service with no basis in law;" and (4) the authorities at the Lindale Post Office misconstrued the Service provisions for general delivery mail by suggesting that Complainants as mail recipients were entitled to general delivery service for only 30 days. Complaint at 2-4, 6-7. Complainants made several requests for relief, including the sanctioning of Lindale postal employees for misrepresentation, interim injunctive relief, an accounting of Complainants' weekly mail volume by the Lindale Post Office, invalidation of a postal regulation (DMM D930.1.2.b) and publication of new guidelines by the Commission. *Id.* at 7-8. In the alternative, Complainants asked that the Commission direct the Lindale Post Office to continue their general delivery service. *Id.* at 8.

In its Answer, the Postal Service generally denied Complainants' allegations, but did concede that Complainants correctly maintain both that the 30-day limit applies to specific mailpiece retention, rather than as a limit on the duration of general delivery service, and that delivery to persons with no fixed address stands as an exception to

if the customer's "mail volume or service level (e.g., holding mail) cannot be reasonably accommodated." *Ibid.*

² The alleged mail volume problem had never been conveyed to Complainants until the December 10, 1998 USPS letter. Complainants maintained that the alleged problem of voluminous mail likewise would be applicable to rural box mail delivery, as the Lindale Post Office had suggested as an alternative. Complaint at 6.

the usual rule that general delivery service is temporary. USPS Answer at 1-3. The Service also agreed that the 1994 Postal Bulletin notice regarding general delivery service, cited by Complainants as defining the 30-day limit and indefinite general delivery service, remains controlling policy for Complainant's situation, subject only to possible mail accumulations. *Id.* at 3. In light of this controlling policy, and where the recently-installed Lindale permanent postmaster does not consider Complainants' accrued mail volume a problem, the Postal Service agreed to continue providing general delivery service to Complainants. *Ibid.* The Service therefore moved to dismiss the Complaint as moot. *Id.* at 3-4.³

In the instant case, the Postal Service has agreed to provide general delivery mail service, the ultimate relief sought by Complainants. This action renders the Complaint moot. As such, the Commission grants the Service's motion to dismiss the Complaint, without prejudice.

It is ordered:

The motion of the United States Postal Service to dismiss the complaint of Douglas Ralph Saint et al. is granted.

By the Commission.

(S E A L)

Margaret P. Crenshaw
Secretary

³ In so moving, the Service explicitly did not waive its right to seek dismissal of the proceeding on the jurisdictional grounds that: (1) the subject matter of the Complaint does not fall within the scope of 39 U.S.C. § 3662 or any other jurisdictional grant to the Commission; and (2) the Complaint fails to state a claim for which the Commission could grant relief and asks for relief for which the Commission has no authority to order. *Id.* at 2.